EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

JOSHUA BAXTER and SANDRA SUMMERS, individually and on behalf of all others similarly situated,

Plaintiffs,

V.

CROSS COUNTRY HEALTHCARE, INC. and TRAVEL STAFF, LLC,

Defendants.

Case No. 9:22-cv-81137-AMC

DECLARATION OF JOSHUA BAXTER

- I, Joshua Baxter, declare as follows:
- 1. My name is Joshua Baxter. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
- 2. On January 15, 2021, I entered into my first fixed-term employment contract with Cross Country Healthcare, Inc. and Travel Staff, LLC ("Cross Country"), in which I agreed to work an 8-week travel assignment at PIH Health Hospital in Whittier, California from January 25, 2021 to March 20, 2021 at an agreed-upon rate of pay. Cross Country numbered this assignment 45683. *See* Exhibit A attached hereto. This contract included the "terms and conditions" stated in it, as well as the "terms and conditions . . . contained in the Cross Country Nurses Employment Terms and Conditions Booklet," which Cross Country never provided to me. The contract further stated that I had to complete "required documentation" to perform the assignment, which included the following tests, tasks, or forms: California licensing, fittest, physical, drug test, continuing education, color blind test, vaccination form, worker's compensation form, and meal waiver form,

as well as an arbitration agreement. *See* Email from Cross Country, attached as Exhibit B. I do not believe I signed and do not recall signing an arbitration agreement relating to this assignment. It is my understanding and belief that this required documentation in conjunction with this fixed-term employment contract constituted the terms and conditions of my first fixed-term employment with Cross Country.

- 3. On March 17, 2021, I entered into my second fixed-term employment contract with Cross Country, in which I agreed to work a 13-week fixed-term travel assignment at University Medical Center in El Paso, Texas from April 5, 2021 to July 5, 2021 at an agreed-upon rate of pay. Cross Country numbered that assignment 51294. *See* Exhibit C. This contract included the "terms and conditions" stated in it, as well as the "terms and conditions . . . contained in the Cross Country Nurses Employment Terms and Conditions Booklet," which Cross Country never provided to me. The contract further stated that I had to complete "required documentation" to perform the assignment, which included the following tests, tasks, or forms: Texas licensing, fit test, drug test, continuing education, background check, vaccination form, and safety training. *See* Email from Cross Country, attached as Exhibit D.
- 4. The "required documentation" for my second assignment included an arbitration agreement, which I was required to electronically sign via a program called "HelloSign" on March 25, 2021. After hitting "submit" on the document, I was not provided a copy of the agreement and it was not made available to me through Cross Country's portal or anywhere else. Following the filing of Cross Country's motion, I searched my emails for it, including for "HelloSign" specifically on the date in question according to Cross Country's motion. I found no HelloSign documents. Nevertheless, it is my understanding and belief that this required documentation in

conjunction with this fixed-term employment contract constituted the terms and conditions of my second fixed-term employment with Cross Country.

- 5. Following completion of this assignment, my fixed-term employment with Cross Country ended and I accepted a position with Covenant Health at Hospital in Knoxville, Tennessee for a 30-day assignment.
- 6. On or about August 11, 2021, I entered into my third fixed-term employment contract with Cross Country, in which I agreed to work a 13-week fixed-term travel assignment at UF Health Shands Hospital in Gainesville, Florida from August 30, 2021 to November 27, 2021 at an agreed-upon rate of pay. Cross Country numbered that assignment 68620. *See* Exhibit E. This contract included the "terms and conditions" stated in it, as well as the "terms and conditions . . . contained in the Cross Country Nurses Employment Terms and Conditions Booklet," which Cross Country never provided to me. The contract further stated that I had to complete "required documentation" to perform the assignment, which included the following tests, tasks, or forms: Florida licensing, tuberculosis, drug test, physical, and vaccination form. I do not recall signing and do not believe I signed any arbitration agreement relating to this employment. It is my understanding and belief that this required documentation in conjunction with this fixed-term employment contract constituted the terms and conditions of my third fixed-term employment with Cross Country.
- 7. Subsequently, I agreed to three extensions of this assignment, entering into separate fixed-term employment agreements for each extension—none of which included an arbitration agreement. My first extension modified my end date to January 1, 2022. *See* Exhibit F. My second extension modified my end date to April 2, 2022. *See* Exhibit G. And my third and final extension modified my end date to July 9, 2022, as well as other terms. *See* Exhibit H. On April 15, 2022,

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about five days into my third extension, Cross Country made me a "take-it-or-leave-it" demand to accept an approximately 20% reduction in my base hourly pay rate, along with other pay reductions, that form the basis of my lawsuit against Cross Country.

- 8. It is my understanding and belief that each fixed-term employment contract I signed with Cross Country, in conjunction with other assignment-specific documents, constituted the terms and conditions of that fixed-term employment and would not apply to any separate or future employment. For example, for each assignment, I was given the opportunity to separately enroll in Cross Country's 401k and health insurance. It is my understanding that Cross Country's health insurance provides coverage to a traveler only during an assignment (between the start and end dates). And in order to perform each assignment, I had to complete the foregoing "required documentation" specific to that assignment. Accordingly, as to the arbitration agreement I was required to e-sign in conjunction with my assignment at University Medical Center in El Paso, Texas, it is my understanding and belief that the agreement would only apply to that assignment—my second fixed-term employment with Cross County. At that time, on March 25, 2021, as I approached that assignment, I had no plan that I would later agree to another assignment with Cross Country, generally, or the assignment at UF Health Shands Hospital in Gainesville, Florida, specifically.
- 9. When I was completing the "required documents" for each of these assignments, I believed that Cross Country intended, in good faith, to honor its obligations under the respective contracts. This belief was critical to my decision to complete these "required documents," because had I known at the time I was required to complete them that Cross Country was in the business practice of making take-it-or-leave pay reductions in the middle of its employees' assignments or that Cross Country did not fully intend to honor my compensation, I would not have accepted a

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fixed-term employment with Cross Country or completed these "required documents," particularly the arbitration agreement attached to Cross Country's motion, and I would have wanted to reserve my right to pursue all of my legal options against Cross Country, including the option to file this lawsuit and join my claims together with other aggrieved employees. Nor would I have agreed to a provision that gave an arbitrator authority to consider even whether the arbitration agreement was enforceable, as I would have wanted to reserve my right to bring my case in a public, judicial forum.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed October 6, 2022.

Joshua Baxter (Oct 6, 2022 23:38 GMT+2)

Joshua Baxter

EXHIBIT A

Fax: 561-998-8533



Assignment Confirmation Notice

Employee Name: Josh Baxter Intensive Care Unit Covid 19 Specialty:

Recruiter: William Pensler Notes:

PIH Health Hospital - Whittier Shift: 12 Hour Days 12401 WASHINGTON BLVD Facility: Duration/Type: 8 weeks

WHITTIER, California 90602 Assignment Dates: 01/25/2021 - 03/20/2021

> Minimum Hours: 48.00 hours per 1-week period required

Salary and Benefits Information

Regular	\$ 137.00/Hour
Overtime	\$ 205.50/Hour
Holiday	\$ 205.50/Hour
Charge	\$ 4.00/Hour
On Call	\$ 6.00/Hour
Call Back	\$ 381.28/Hour
Meals and Incidentals	\$ 66.00/Day
Allowance	\$ 462.00/Week
Lodging Allowance	\$ 160.98/Day
(Estimated to be)	\$ 4883.00/Month
Extra Shift Bonus	\$ 250.00

- This assignment may qualify you for the group health insurance plan. Eligible candidates are responsible for electronic enrollment within 30 days of the assignment start date and, if enrolled, agree to have applicable deductions for coverage deducted from their paycheck.
- Missed Shift Charges (MSC) of \$ 373.87 may be assessed when you do not work the expected number of shifts.
- \$ 300.00 Maximum Travel Allowance Each Way.
- Mileage is calculated at \$.58 cents per mile.
- Travel reimbursement is dependent upon submitting the Travel Reimbursement Request.
- On Boarding Pay of \$15.00 per hour.

For this assignment, you will be paid for all documented low census hours.

All Worker's Compensation claims will be filed in the state of CA for the term of this assignment.

Under California Law, you are entitled to a 30 minute uninterrupted meal period for every five hours worked. Your first meal period must be taken within the first five hours after the start of your shift unless your shift is 6 hours or less. You are entitled to a second meal period for any shifts of 10 or more hours, unless you have waived it in writing according to law, however, you may not waive your second meal period if you work more than 12 hours. This waiver may be revoked upon one day's written notice to us. For a shift between 3 and 6 hours, you are entitled to one rest break; for a shift between 6 and 10 hours, 2 rest breaks; and for a shift between 10 and 14 hours, 3 rest breaks; and so on. You are not entitled to a rest break if the shift is less than 3 hours. If the facility failed to provide you with a meal period or failed to permit you to take a rest break or if they were not provided timely, please write 'missed' or 'untimely' in the 'Missed or Untimely Meal/Breaks' column. If this column is left blank, we will assume that the meal period was provided or the rest breaks were permitted pursuant to applicable law and that you elected not to take them. If this column is not provided, please contact your payroll specialist immediately. At the Company's discretion, the Company may (but shall not be required to) advance monies to HCPs based on estimated hours worked when timesheets have not been timely delivered. Estimated advances may be paid as the Company cannot calculate wages until it has received executed timesheets. No advances shall be earned until timesheets are received by the Company.

Please note that unemployment law requires you to declare your availability for another assignment on or before the completion of your current assignment. Failure to do so may affect your eligibility for unemployment insurance benefits.

I authorize the company to deduct missed shift charges from my compensation (including bonuses, if any) and I understand and agree that I will be reimbursed any such deduction(s) to the extent I make up such time during the original assignment dates. This contract and associated benefits are not applicable with a permanent residence less than 50 miles of the health care facility.

I have read and agree to the terms and conditions as stated above and contained in the Cross Country Nurses Employment Terms and Conditions Booklet, which can be found at travel.crosscountry.com or that was provided to me in hard copy based on my request to and which are incorporated herein by reference and made a part of this agreement. I understand that Cross Country Nurses* cannot process any payroll, travel, or reimbursements unless all required documentation and a copy of any applicable professional license or certification from the state of California is received by Cross Country Nurses and is current. I certify that I will require the lodging or subsidy stated above while on this assignment.

Employee Terms and Conditions

DocuSigned by: Yoshua Baxter Employee Signature:

Date: 1/15/2021

* Cross Country Nursing - a division of Travel Staff, LLC. CL#3945 / A#45683

EXHIBIT B

On Jan 16, 2021, at 6:03 AM, Stacy Perkins <sperkins@crosscountry.com> wrote:

<image001.jpg>

Hi Kelly,

Congratulations on your contract PIH Health Whittier

Please review the list below and begin working immediately on the things you can start today. Please remember that the facility wants everything turned in to them by **02/08** I am here to help- let me know how I can make this easier for you. If you do not have an item listed, please let me know as soon as possible.

Health Docs:

- 1. <u>Physical</u> Do you have a physical within the last year that says you are free to work without any restrictions?
- 2. <u>Fittest</u> If you have a copy of a fittest within the last 2 years please send me a copy

You will need a NIHSS if you do not have one it can be completed at: https://learn.heart.org/lms/nihss

Please text me the back of your social security card & driver's license to 561-617-2383

My Learning

Community: https://www.mylearningcommunity.com/ (not compatible with tablets/ipads)

<u>USERNAME:</u> **j.baxter@hotmail.com** <u>PASSWORD:</u> cli ck forgot password

1. AME Professional Nurse (annual education)

2. Color Blind

<u>Right Signature: Hospital Forms will be sent to sign</u> <u>electronically</u>

- 1. PIH Forms
- 2. **Direct Deposit**
- 3. **W4**
- 4. CA Vaccine
- 5. **CA Worker's Compensation**
- 6. **CA Arbitration**
- 7. **CA Meal Waiver**

The PIH forms & tests will be sent on Right Signature. I have attached the Nursing Orientation packet to look up the answers for the test.

Thank you for your cooperation in gathering all necessary documentation well in advance. Please be sure to have everything completed ASAP If anything is lacking, it could result in a delay or cancellation of your start date. The sooner I receive all documentation, the sooner we can send to the facility.

Stacy Perkins

Onboarding Ambassador
Phone 561-617-2383
sperkins@crosscountry.com
Cross Country Staffing
6551 Park of Commerce Blvd
Boca Raton, FL 33487

<image002.jpg>

<2018 WHITIER Nursing Employee Orientation Packet (002).pdf>

EXHIBIT C

Fax: 561-998-8533



Assignment Confirmation Notice

Employee Name: Josh Baxter Intensive Care Unit Covid 19 Specialty:

Recruiter: William Pensler Notes:

University Medical Center El Paso Shift: 12 Hour Days Facility: 4815 ALAMEDA AVENUE Duration/Type: 13 weeks

EL PASO, TX 79905 Assignment Dates: 04/05/2021 - 07/05/2021

Minimum Hours:

Salary and Benefits Information

Regular \$ 105.25/Hour Overtime \$ 213.75/Hour Holiday \$ 199.50/Hour Charge \$ 3.00/Hour On Call \$ 6.00/Hour Call Back \$ 175.67/Hour Meals and Incidentals \$ 61.00/Day Allowance \$ 427.00/Week Lodging Allowance \$ 93.20/Day \$ 2827.00/Month (Estimated to be)

This assignment may qualify you for the group health insurance plan. Eligible candidates are responsible for electronic enrollment within 30 days of the assignment start date and, if enrolled, agree to have applicable deductions for coverage deducted from their paycheck.

36.00 hours per 1-week period required

- Missed Shift Charges (MSC) of \$ 332.12 may be assessed when you do not work the expected number of shifts.
- \$ 300.00 Maximum Travel Allowance Each Way.
- Mileage is calculated at \$.58 cents per mile.
- Travel reimbursement is dependent upon submitting the Travel Reimbursement Request.
- On Boarding Pay of \$15.00 per hour.

Single Reimbursements

3/17/2021

Date:

\$ 250.00 - Scrubs

For this assignment, you will be paid for all documented low census hours.

All Workers' Compensation claims will be filed in the state where the injury occurred.

Please note that unemployment law requires you to declare your availability for another assignment on or before the completion of your current assignment. Failure to do so may affect your eligibility for unemployment insurance benefits.

I understand that in the event that payroll is not in receipt of my timecards for any reason, payroll may issue an advance of unearned wages based on an estimated number of hours. In the event of either overpayment or underpayment of such advance, I authorize the Company to deduct or add the difference from or to my future paychecks.

I authorize the company to deduct missed shift charges from my compensation (including bonuses, if any) and I understand and agree that I will be reimbursed any such deduction(s) to the extent I make up such time during the original assignment dates. This contract and associated benefits are not applicable with a permanent residence less than 50 miles of the health care facility.

I have read and agree to the terms and conditions as stated above and contained in the Cross Country Nurses Employment Terms and Conditions Booklet, which can be found at travel.crosscountry.com or that was provided to me in hard copy based on my request to and which are incorporated herein by reference and made a part of this agreement. I understand that Cross Country Nurses* cannot process any payroll, travel, or reimbursements unless all required documentation and a copy of any applicable professional license or certification from the state of Texas is received by Cross Country Nurses and is current. I certify that I will require the lodging or subsidy stated above while on this assignment.

Employee Terms and Conditions

DocuSigned by: Josh Baxter Employee Signature:

* Cross Country Nursing - a division of Travel Staff, LLC. CL#6503 / A#51294

EXHIBIT D

From: Josh Baxter < j.baxter@hotmail.com > Sent: Friday, March 26, 2021 8:13 AM

To: Jessica Cohen < <u>JCohen@crosscountry.com</u>> **Cc:** William Pensler < <u>WPensler@crosscountry.com</u>>

Subject: Re: University Medical Center El Paso On Boarding

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jessica,

All tests and paperwork should be in order. Thanks for your help in keeping all this well organized! Enjoy your Friday!

Joshua

Sent from my iPhone

On Mar 25, 2021, at 12:37 PM, Jessica Cohen < JCohen@crosscountry.com > wrote:

Hi Josh,

Update on your file below -

Drug Test – went 3/23 – pending results

Cross Country Forms signed through Able: https://app.crosscountry.com/login

El Paso Forms

For the vaccine declination form – please decline the hep b and be sure to include a reason (can be that you had the series already)

Online Testing through the My Learning Community

www.mylearningcommunity.com

Login – your email, Password – use the forgot password function to reset <image006.jpg>

Background Check - running

Docs are due by: Friday 3/26/2021, please let me know if you have any questions



Jessica Cohen Onboarding Ambassador

6551 Park of Commerce Blvd Boca Raton, FL 33487 T 561.237.4183 F 561.322.1454 JCohen@crosscountry.com

<image001.jpg>

<image002.jpg>
<image003.jpg>
<image004.jpg>

On Mar 17, 2021, at 7:19 AM, Jessica Cohen <JCohen@crosscountry.com> wrote:

<imageoo1.jpg>

Hello Josh,

Congratulations on your new contract with University Medical Center El Paso!

As your Onboarding Ambassador, I am here to assist you through every step with the onboarding process. Please see below a checklist of all the required documents needed to complete your file for the hospital. Please review the checklist and provide us with the copies of all items that you may have available.

Medical Documents

TDAP Vaccine: Within the last 10 years

Fit Test – Need your mask size of an 95 3M 1865 (small or regular?)

Drug Test – please confirm your current zip code so I can set this up

Cross Country Forms signed through Able: https://app.crosscountry.com/login

El Paso Forrms

Online Testing through the My Learning Community

www.mylearningcommunity.com

Login – your email, Password – use the forgot password function to reset

Background Check

Education verification - running

Badge Photo – headshot from the shoulders up with a plain solid background

Hospital Modules – these come after you are cleared

Culture of Safety Training Attestation

Online Orientation Certificate

Docs are due by: Friday 3/26/2021

Jessica Cohen Onboarding Ambassador

6551 Park of Commerce Blvd Boca Raton, FL 33487 T 561.237.4183

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F 561.322.1454

JCohen@crosscountry.com

<imageoo1.jpg>

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<imageoo3.jpg>
<imageoo4.jpg>

<Josh Baxter drug screen registration form.pdf>

<Josh Baxter drug screen registration form.pdf>

<Josh Baxter drug screen registration form.pdf>
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EXHIBIT E

6551 Park of Commerce Blvd. Boca Raton, Florida 33487 Phone: 800-347-2264

Fax: 561-998-8533



Assignment Confirmation Notice

Employee Name: Josh Baxter Recruiter: Tiffany Barbaris

UF Health Shands Hospital

Facility: 1600 SW ARCHER ROAD

GAINESVILLE, Florida 32608

Intensive Care Unit Specialty:

Notes:

Shift: 12 Hour Nights Duration/Type: 13 weeks

Assignment Dates: 08/30/2021 - 11/28/2021

Minimum Hours: 36.00 hours per 1-week period required

Salary and Benefits Information

Regular \$ 112.55/Hour Overtime \$ 202.50/Hour Holiday \$ 202.50/Hour On Call \$ 2.00/Hour Call Back \$ 184.87/Hour Meals and Incidentals \$ 55.00/Day Allowance \$ 385.00/Week Lodging Allowance \$ 91.47/Day (Estimated to be) \$ 2774.59/Month

- This assignment may qualify you for the group health insurance plan. Eligible candidates are responsible for electronic enrollment within 30 days of the assignment start date and, if enrolled, agree to have applicable deductions for coverage deducted from their paycheck.
- \$ 300.00 Maximum Travel Allowance Each Way.
- Mileage is calculated at \$0.56 cents per mile.
- Travel reimbursement is dependent upon submitting the Travel Reimbursement Request.
- On Boarding Pay of \$15.00 per hour.

Single Reimbursements

\$ 264.00 - Miscellaneous

For this assignment, you will be paid for all documented low census hours.

All Workers' Compensation claims will be filed in the state where the injury occurred.

Please note that unemployment law requires you to declare your availability for another assignment on or before the completion of your current assignment. Failure to do so may affect your eligibility for unemployment insurance benefits.

I understand that in the event that payroll is not in receipt of my timecards for any reason, payroll may issue an advance of unearned wages based on an estimated number of hours. In the event of either overpayment or underpayment of such advance, I authorize the Company to deduct or add the difference from or to my future paychecks.

I have read and agree to the terms and conditions as stated above and contained in the Cross Country Nurses Employment Terms and Conditions Booklet, which can be found at travel.crosscountry.com or that was provided to me in hard copy based on my request to and which are incorporated herein by reference and made a part of this agreement. I understand that Cross Country Nurses* cannot process any payroll, travel, or reimbursements unless all required documentation and a copy of any applicable professional license or certification from the state of Florida is received by Cross Country Nurses and is current. I certify that I will require the lodging or subsidy stated above while on this assignment.

Employee Terms and Conditions

Employee Signature:

DocuSigned by: Date: 8/11/2021

^{*} Cross Country Nursing - a division of Travel Staff, LLC. CL#6476 / A#68620

EXHIBIT F

6551 Park of Commerce Blvd. Boca Raton, Florida 33487

Phone: 800-347-2264 Fax: 561-998-8533



Assignment Confirmation Notice

Employee Name: Josh Baxter Recruiter: Nicole Rondi

UF Health Shands Hospital

Facility: 1600 SW ARCHER ROAD

GAINESVILLE, Florida 32608

Specialty:

Intensive Care Unit

Notes:

Shift: 12 Hour Nights

Duration/Type: 5 weeks

Assignment Dates: 11/28/2021 - 01/01/2022

Minimum Hours: 36.00 hours per 1-week period required

Salary and Benefits Information

Regular	\$ 114.70/Hour
Overtime	\$ 202.50/Hour
Holiday	\$ 202.50/Hour
On Call	\$ 2.00/Hour
Call Back	\$ 189.26/Hour
Meals and Incidentals	\$ 59.00/Day
Allowance	\$ 413.00/Week
Lodging Allowance	\$ 91.32/Day
(Estimated to be)	\$ 2770.00/Month

This assignment may qualify you for the group health insurance plan. Eligible candidates are responsible for electronic enrollment within 30 days of the assignment start date and, if enrolled, agree to have applicable deductions for coverage deducted from their paycheck.

Single Reimbursements

\$ 200.00 - Miscellaneous

For this assignment, you will be paid for all documented low census hours.

All Workers' Compensation claims will be filed in the state where the injury occurred.

Please note that unemployment law requires you to declare your availability for another assignment on or before the completion of your current assignment. Failure to do so may affect your eligibility for unemployment insurance benefits.

I have read and agree to the terms and conditions as stated above and contained in the Cross Country Nurses Employment Terms and Conditions Booklet, which can be found at travel.crosscountry.com or that was provided to me in hard copy based on my request to and which are incorporated herein by reference and made a part of this agreement. I understand that Cross Country Nurses* cannot process any payroll, travel, or reimbursements unless all required documentation and a copy of any applicable professional license or certification from the state of Florida is received by Cross Country Nurses and is current. I certify that I will require the lodging or subsidy stated above while on this assignment.

Employee Terms and Conditions

Employee Signature:

DocuSigned by: Iosli Baxter

Date: 10/6/2021

^{*} Cross Country Nursing - a division of Travel Staff, LLC. CL#6476 / A#77012

EXHIBIT G

Fax: 561-998-8533



Assignment Confirmation Notice

Employee Name: Josh Baxter Recruiter: Nicole Rondi

UF Health Shands Hospital

Facility: 1600 SW ARCHER ROAD

GAINESVILLE, Florida 32608

Intensive Care Unit Specialty:

Notes:

Shift: 12 Hour Nights Duration/Type: 13 weeks

Assignment Dates: 01/02/2022 - 04/02/2022

Minimum Hours: 36.00 hours per 1-week period required

Salary and Benefits Information

Regular	\$ 114.70/Hour
Overtime	\$ 202.50/Hour
Holiday	\$ 202.50/Hour
On Call	\$ 2.00/Hour
Call Back	\$ 189.26/Hour
Meals and Incidentals	\$ 59.00/Day
Allowance	\$ 413.00/Week
Lodging Allowance	\$ 91.32/Day
(Estimated to be)	\$ 2770.00/Month

This assignment may qualify you for the group health insurance plan. Eligible candidates are responsible for electronic enrollment within 30 days of the assignment start date and, if enrolled, agree to have applicable deductions for coverage deducted from their paycheck.

Single Reimbursements

\$ 200.00 - Miscellaneous

For this assignment, you will be paid for all documented low census hours.

All Workers' Compensation claims will be filed in the state where the injury occurred.

Please note that unemployment law requires you to declare your availability for another assignment on or before the completion of your current assignment. Failure to do so may affect your eligibility for unemployment insurance benefits.

I have read and agree to the terms and conditions as stated above and contained in the Cross Country Nurses Employment Terms and Conditions Booklet, which can be found at travel.crosscountry.com or that was provided to me in hard copy based on my request to and which are incorporated herein by reference and made a part of this agreement. I understand that Cross Country Nurses* cannot process any payroll, travel, or reimbursements unless all required documentation and a copy of any applicable professional license or certification from the state of Florida is received by Cross Country Nurses and is current. I certify that I will require the lodging or subsidy stated above while on this assignment.

Employee Terms and Conditions

Employee Signature:

DocuSigned by: Iosli Baxter

Date: 11/4/2021

^{*} Cross Country Nursing - a division of Travel Staff, LLC. CL#6476 / A#84212

EXHIBIT H

Fax: 561-998-8533



Assignment Confirmation Notice

Employee Name: Josh Baxter Specialty:

Recruiter: Nicole Rondi Notes:

UF Health Shands Hospital Shift: 12 Hour Days Facility: 1600 SW ARCHER ROAD Duration/Type: 13 weeks

GAINESVILLE, Florida 32608 Assignment Dates: 04/10/2022 - 07/09/2022

> Minimum Hours: 36.00 hours per 1-week period required

Intensive Care Unit

Salary and Benefits Information

Regular \$ 102.78/Hour Overtime \$ 187.31/Hour Holiday \$ 187.31/Hour On Call \$ 2.00/Hour Call Back \$ 171.38/Hour Meals and Incidentals \$ 59.00/Day Allowance \$ 413.00/Week Lodging Allowance \$ 91.35/Day (Estimated to be) \$ 2770.95/Month

- This assignment may qualify you for the group health insurance plan. Eligible candidates are responsible for electronic enrollment within 30 days of the assignment start date and, if enrolled, agree to have applicable deductions for coverage deducted from their paycheck.
- \$ 300.00 Maximum Travel Allowance Each Way.
- Mileage is calculated at \$0.56 cents per mile.
- Travel reimbursement is dependent upon submitting the Travel Reimbursement Request.
- On Boarding Pay of \$15.00 per hour.

Single Reimbursements

\$ 264.00 - Miscellaneous

For this assignment, you will be paid for all documented low census hours.

All Workers' Compensation claims will be filed in the state where the injury occurred.

Please note that unemployment law requires you to declare your availability for another assignment on or before the completion of your current assignment. Failure to do so may affect your eligibility for unemployment insurance benefits.

I have read and agree to the terms and conditions as stated above and contained in the Cross Country Nurses Employment Terms and Conditions Booklet, which can be found at travel.crosscountry.com or that was provided to me in hard copy based on my request to and which are incorporated herein by reference and made a part of this agreement. I understand that Cross Country Nurses* cannot process any payroll, travel, or reimbursements unless all required documentation and a copy of any applicable professional license or certification from the state of Florida is received by Cross Country Nurses and is current. I certify that I will require the lodging or subsidy stated above while on this assignment.

Employee Terms and Conditions

Employee Signature:

DocuSigned by: Yosh Baxter

Date:

^{*} Cross Country Nursing - a division of Travel Staff, LLC. CL#6476 / A#106154